

THE LAW FIRM OF JEFFREY S. DWECK, P.C.
Jeffrey S. Dweck, Esq. (JD-6658)
43 West 33rd Street – Suite 304
New York, New York 10001
212-967-0500

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GENERATION NEXT FASHIONS, LTD.,

Plaintiff,

-against-

**JP MORGAN CHASE BANK, N.A. and
SPORTLIFE BRANDS LLC,**

Defendants.

Case No. 21-CV-9266 (LJL)

**ANSWER WITH AFFIRMATIVE
DEFENSES**

A JURY TRIAL IS DEMANDED

Defendant SPORTLIFE BRANDS LLC (“Sportlife”), by its attorneys, The Law Firm of Jeffrey S. Dweck, P.C., for its Answer to the Complaint, and for its Affirmative Defenses, alleges as follows:

1. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in this Paragraph of the Complaint.
2. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in this Paragraph of the Complaint.
3. Defendant denies the allegations contained in this Paragraph of the Complaint except admits that Sportlife conducts business at its office at 42 West 39th Street, New York, New York 10018.
4. Defendant denies any factual allegations set forth in this Paragraph of the Complaint and otherwise assert that the allegations contained in this Paragraph of the Complaint do not constitute factual allegations warranting an answer.
5. Defendant denies any factual allegations set forth in this Paragraph of the Complaint and otherwise assert that the allegations contained in this Paragraph of the Complaint do not

constitute factual allegations warranting an answer.

6. Defendant denies the allegations contained in this Paragraph of the Complaint.
7. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in this Paragraph of the Complaint.
8. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in this Paragraph of the Complaint.
9. Defendant denies the allegations contained in this Paragraph of the Complaint.
10. Defendant denies the allegations contained in this Paragraph of the Complaint.
11. Defendant denies the allegations contained in this Paragraph of the Complaint.
12. Defendant denies the allegations contained in this Paragraph of the Complaint.
13. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in this Paragraph of the Complaint.
14. Defendant denies the allegations contained in this Paragraph of the Complaint.
15. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in this Paragraph of the Complaint.
16. Defendant denies the allegations contained in this Paragraph of the Complaint.
17. Defendant denies any factual allegations set forth in this Paragraph of the Complaint and otherwise assert that the allegations contained in this Paragraph of the Complaint do not constitute factual allegations warranting an answer.
18. Defendant denies the allegations contained in this Paragraph of the Complaint.
19. Defendant denies the allegations contained in this Paragraph of the Complaint.
20. Defendant denies the allegations contained in this Paragraph of the Complaint.
21. Defendant denies the allegations contained in this Paragraph of the Complaint.
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24. Defendant denies the allegations contained in this Paragraph of the Complaint.
25. Defendant lacks knowledge or information sufficient to form a belief as to the allegations contained in this Paragraph of the Complaint.
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42. Defendant denies the allegations contained in this Paragraph of the Complaint.
43. Defendant denies the allegations contained in this Paragraph of the Complaint.
44. Defendant denies the allegations contained in this Paragraph of the Complaint.
45. In response to this Paragraph of the Complaint, Defendants repeat its responses set forth above.
46. Defendant denies the allegations contained in this Paragraph of the Complaint as same may apply to Sportlife.

47. Defendant denies the allegations contained in this Paragraph of the Complaint as same may apply to Sportlife.
48. In response to this Paragraph of the Complaint, Defendants repeat its responses set forth above.
49. Defendant denies the allegations contained in this Paragraph of the Complaint as same may apply to Sportlife.
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61. In response to this Paragraph of the Complaint, Defendants repeat its responses set forth above.

62. Defendant denies the allegations contained in this Paragraph of the Complaint as same may apply to Sportlife.

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80. In response to this Paragraph of the Complaint, Defendants repeat its responses set forth above.

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83. Defendant denies the allegations contained in this Paragraph of the Complaint.

AS AND FOR ITS AFFIRMATIVE DEFENSES

First Affirmative Defense

The Complaint fails to state a claim for which relief can be granted.

Second Affirmative Defense

The Plaintiff lacks standing to maintain each count contained in the Complaint.

Third Affirmative Defense

There exists no valid and binding contract between the parties.

Fourth Affirmative Defense

Defendant claims a failure of consideration, as there has never been any exchange of any money or item of value between the Plaintiff and the Defendant.

Fifth Affirmative Defense

Defendant claims lack of privity as Defendant has never entered into any contractual or debtor/creditor arrangements with the Plaintiff.

Sixth Affirmative Defense

Plaintiff failed to mitigate its damages, if any were suffered

Seventh Affirmative Defense

The recovery of the plaintiffs, if any, must be reduced by the amount received from or indemnified by any collateral source.

Eighth Affirmative Defense

Plaintiff's alleged damages are limited to real or actual damages only.

Ninth Affirmative Defense

Answering defendants currently have insufficient information upon which to form a belief as to whether they may have additional, as yet unstated, affirmative defenses available to them.

Answering defendants therefore reserve the right to assert additional affirmative defenses and counterclaims in the event discovery indicates that they would be appropriate.

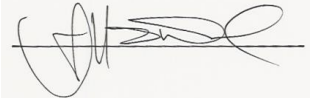
WHEREFORE, the Defendant Sportlife Brands LLC demands judgment dismissing the Complaint with prejudice in its entirety, for costs of suit, fees, and for such other relief as this Court may deem proper.

Dated: New York, New York
December 7, 2021

Respectfully,

**THE LAW FIRM OF JEFFREY S. DWECK,
P.C.**

*Attorneys for Defendant
SPORTLIFE BRANDS LLC*

A handwritten signature in black ink, appearing to read 'Jeffrey S. Dweck', is written over a horizontal line.

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Defendants.

VERIFICATION

Michael Kassin, duly sworn or affirming, testify as follows:

I am the President of the defendant Sportlife Brands LLC in the above entitled action and have read the foregoing answer to the Complaint and affirmative defenses and know the contents thereof; that the same is true to my knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters I believe them to be true.

Dated: December 7, 2021


Michael Kassin